

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)							PAGE 2 OF 66
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (Location)		
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$	\$
	Repairs to, and ABS Re-certification of, M/V Vessel in accordance with the attached specifications.				
	H-101, Drydock		Unit price per day \$	_____	
	H-102, Utilities		Unit price per day \$	_____	
	H-104, Miscellaneous repairs		Lump sum \$	_____	
	H-201, Hull & Touch-up Painting		Lump sum \$	_____	
	H02-2, Hull Inspection		Lump sum \$	_____	
	M-201, Propeller Shaft & Bearing inspection		Lump sum \$	_____	
	M-901, Miscellaneous Maintenance		Blended labor rate \$	_____ hour	
	(estimate on 100 hours)		Materials markup	_____ percent	

PURCHASE REQUEST NUMBER: W25PHS-5220-2071

Total AMT \$ _____

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Contractor's facility	Government	Contractor's facility	Government

Section C – Specifications

PART I - SECTION C
DESCRIPTION/SPECIFICATIONS/WORK
STATEMENT

TABLE OF CONTENTS

TP	TECHNICAL PROVISIONS	5
	TP-1 SCOPE OF WORK	5
	TP-2 DEFINITIONS	5
	TP-3 STANDARDS.....	6
	TP-4 CERTIFICATION AND CLASSIFICATION	6
	TP-5 INSPECTIONS, TESTING AND TRIALS	7
	TP-6 WORKMANSHIP AND CONSTRUCTION STANDARDS	8
H	HULL SECTION ITEMS	
	H-101 DRYDOCKING	
	H-102 TANK INSPECTION & CLEANING	
	H-103 UTILITIES AND SERVICES (UNIT PRICE).....	
	H-104 MISCELLANEOUS REPAIRS.....	
	H-201 HULL & TOUCH UP PAINTING.....	
	H-202 HULL INSPECTION.....	
M	MACHINERY SECTION ITEMS	
	M-201 PROPELLER SHAFT & BEARING INSPECTION	
	M-901 MISCELLANEOUS MAINTENANCE	21

PART I - SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

TP TECHNICAL PROVISIONS

TP-1 SCOPE OF WORK

The contractor shall furnish all engineering, design, labor, services, equipment, parts and materials and perform the drydocking and repairs to the Tugboat MIKE DONLON listed in this contract.

Drawings, equipment or materials to be furnished by the Government will be specifically listed in the appropriate contract clause. Unless specifically listed, the contractor shall assume no drawings, equipment or materials will be furnished by the Government and shall bid accordingly.

TP-2 DEFINITIONS

The following definitions are applicable to phrases and acronyms used throughout this contract:

- Contracting Officer (KO) - A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- Contracting Officer's Representative (COR) - A member of the Philadelphia District contract management and quality assurance team authorized by the Contracting Officer to perform administrative and managerial duties. A copy of the COR's authority letter will be furnished to the Contractor at the time of award.
- Government Furnished Equipment (GFE) - Equipment, materials, parts, supplies, or components furnished by the Government to the contractor for installation on the vessel.
- USACE - Acronym for the U.S. Army Corps of Engineers.
- PSBr - Acronym for the Physical Support Branch of the Philadelphia District Corps of Engineers.
- QC - Quality Control. Quality Control is a function of the contractor. Refer to clause E03.
- QA - Quality Assurance. Quality Assurance is a function of the Government.
- ABS - Acronym for the American Bureau of Shipping
- USCG - Acronym for the U.S. Coast Guard.
- CFR - Acronym for the Code of Federal Regulations.

- ANSI - Acronym for American National Standards Institute
- OSHA - Acronym for Occupational Safety and Health Administration
- NFPA - Acronym for National Fire Protection Association

TP-3 STANDARDS

All design, engineering, modifications and repairs to the vessel shall be performed in accordance with the criteria set forth in the latest issues of the following standards:

- U.S. Army Corps of Engineers, Publication No. EM 385-1-1, "Safety and Health Requirements Manual."
- American Bureau of Shipping (ABS) "Guide for Building and Classing High Speed Craft."
- American Boat and Yacht Council (ABYC) - "Standards and Recommended Practices for Small Craft"
- 46 CFR Subchapter T – "Rules and Regulations for Small Passenger Vessels (Under 100 Gross Tons)" [46 CFR 175 - 185].
- 46 CFR Subchapter S – "Subdivision and Stability Regulations" [46 CFR 170 - 171].
- United States Public Health Service (USPHS), Publication No. 393 "Handbook on Sanitation of Vessel Construction".
- USCG, Navigation Rules - Inland/International.
- Institute of Electrical and Electronic Engineers Standards, Publication No. IEEE-45 - Recommended Practice for Electrical Installation on Shipboard.
- Illuminating Engineering Society, "Recommended Practice for Marine Lighting."
- National Electric Code (NEC).

Note that these standards apply only to the engineering, design and workmanship performed by the contractor as part of this contract including removals, accesses and other work performed by the contractor incidental to the work required by the contract.

TP-4 CERTIFICATION AND CLASSIFICATION

The Tugboat MIKE DONLON has a Certificate of Classification with the ABS which expires 30 September 2005.

It is recorded by ABS as a Class A1 Towing Vessel River & Intercoastal Waterway Service, AMS. The main purpose of this Shipyard and Drydock availability is to renew the certification for another 5 years.

The vessel is not certificated by the USCG.

TP-5 INSPECTIONS, TESTING AND TRIALS

A. GENERAL

The contractor shall provide and maintain inspection systems covering the work specified in this contract in accordance with the requirements

The work will be conducted under the general direction of the Physical Support Branch, Operations Division, Philadelphia District, and is subject to inspection to insure compliance with the terms of the contract.

The contractor shall perform Tests, Trials and other operational performance demonstrations as required in Section E – “INSPECTION AND ACCEPTANCE” of this contract.

The presence or absence of an inspector does not relieve the contractor from any requirements of the contract.

The contractor shall provide reasonable advance notice (not less than 1 full working day) to the COR prior to any testing or trials. If the COR, after having received such notification, is not present at the designated time and place for the inspection or test, the contractor shall proceed with the inspection or test. Untimely notification will result in postponement or repetition of the test. Lack of notification will require retesting. All delays caused by improper notification are the responsibility of, and to the account of, the contractor.

Untimely notification will result in postponement or repetition of the test at no additional cost to the Government.

Lack of notification will require retesting at no additional cost to the Government.

All delays caused by improper notification are the responsibility and to the account of the contractor.

The contractor shall furnish a competent and authorized individual to witness and document the results of all inspections or tests.

The contractor is responsible for notifying and coordinating all tests with the ABS and manufacturers' representatives where it is required in the specifications. Testing shall be in accordance with the ABS and manufacturer's requirements unless noted within the repair Clause itself.

All tests shall be documented and include the information required in Clause E-3, “QUALITY ASSURANCE AND CONTROL”. This test documentation shall be signed by all personnel present at the test and be presented to the COR within 24 hours of the completion of the test.

All watertight, oiltight and weather tight work shall be tested for tightness prior to the final coat of paint. The contractor may elect to primer-coat the surface to prevent rust from forming, however any paint damaged by the testing shall be restored to original at no additional cost to the Government.

Testing shall be in accordance with “Rules for Building and Classing Steel Vessels”, published by the ABS and CFR 46, “Shipping”. Testing procedures, other than hydrostatic testing, shall be submitted to the COR for approval. Submittals shall include complete particulars on the testing procedure(s) proposed and, if air testing is used, the method of controlling the air pressure. Water used for testing shall be potable quality to prevent contamination of the compartments and piping.

Any pneumatic, hydro and/or hydraulic testing shall be performed with double gage and double relief valve protection to prevent over-pressurization of the area, component or equipment being tested.

B. CHECKPOINTS

The presence of the word "CHECKPOINT" in these specifications shall be interpreted by the contractor as a stopping point, beyond which he/she shall not proceed until the required inspection, test, measurement, etc., is completed.

The contractor shall provide advance notice (no less than 6 hours) to the COR prior to the arrival at a CHECKPOINT. If the COR, after having received notification, is not present at the designated time and location for the inspection or test, the contractor shall proceed with the inspection or test. The results of the CHECKPOINT inspection or test shall be documented as required above.

The contractor shall not be relieved of responsibility for the proper performance of all work where a CHECKPOINT is specified.

The end of each specification Clause shall be regarded as a CHECKPOINT, whether stated or not.

Upon completion of the work listed in each specific repair Clause, the contractor shall provide, in Condition Report format, a list of all completed CHECKPOINTS.

TP-6 WORKMANSHIP AND CONSTRUCTION STANDARDS

A GENERAL REQUIREMENTS FOR ACCESS

After careful planning and subject to the approval of the COR, the Contractor may cut and/or remove plating or framing members from the vessel for access to machinery, piping, wiring and equipment.

Under the same conditions, the Contractor may also remove piping, wiring, fixtures, fittings, etc., for access and clearance to perform required work.

At the completion of required work, all removals shall be replaced. Replacement shall consist of returning the removed equipment, piping, wiring, structural members and plating to their original locations and reinstallation.

Where parts, components or equipment are damaged as a result of the removals, the contractor shall replace them in kind. Installations shall be in accordance with the original construction drawings or the referenced standards (Refer to TP-3). Fit and finish shall be restored and damaged paint shall be renewed.

All removed equipment shall be tested as part of the Tests and Trials required in Section E of this contract.

Any removals for access shall be temporarily supported if lack of such support could cause failure or damage to adjacent systems, distortion of adjacent framing or plating, or result in a safety hazard.

The contractor shall maintain a hazard-free access in and out of any space at all times throughout the availability of the vessel.

Any temporary openings in the deck or any other area that may constitute a fall hazard shall be railed and combed off. Horizontal openings, such as those on the deck, shall be protected with contractor-furnished temporary

combing and safety netting around the entire perimeter of the deck opening when the opening is not in use. The cost of providing this protection shall be included in the cost of the repair Clause.

B GENERAL REQUIREMENTS FOR HULL WORK

All new hull plating and shapes shall be fabricated from ABS Structural Steel or ASTM A36, "Specification for Structural Steel".

Watertight integrity of all bulkheads and decks shall be maintained. Openings created by permanent removal or addition of piping, wiring or other materials shall be closed by means of watertight penetrations or insert plates of equal thickness flush-welded to the bulkheads.

All welds shall be ground flush and smooth.

Sections of stiffeners, beams, girders, etc., shall be welded to the bulkheads to maintain continuity of structure.

Openings cut into decks and bulkheads shall be adequately compensated by bounding bar to maintain original strength.

All watertight, oil tight and weather tight work shall be tested for tightness prior to painting. Testing procedures, other than hydrostatic testing, shall be submitted to the COR for approval. Submittals shall include complete particulars on the testing procedure(s) proposed and, if air testing is used, the method of controlling the air pressure. Water used for testing shall be potable quality to prevent contamination of the compartments and piping.

C GENERAL REQUIREMENTS FOR MATERIALS

All materials provided by the contractor shall be suitable for marine applications and shall be subject to approval of the COR.

All new hull plate or hull framing members shall be ASTM 5086 aluminum alloy. Plates shall have temper H-117 and shapes shall have temper H-111.

Fasteners shall be AISI type 304 or 316 stainless steel.

All fasteners shall be installed using non-metallic gasket material when placed against an aluminum surface.

D GENERAL REQUIREMENTS FOR WORKMANSHIP

All parts of the work intended to join or bear upon others shall be cut or trimmed to fit neatly.

All faying surfaces shall be clean and smooth before bolting up. Shims or liners shall not be used for the purpose of overcoming a bad fit.

Lightening holes may be punched, sawn or sheared and all burrs and cutting slag shall be removed.

All frames and longitudinals shall have limber holes and/or snipes of adequate size to allow water to flow to the lowest point of each compartment and to allow air to escape.

All joints or areas of connection between aluminum and dissimilar metals shall be properly insulated by gasket material.

All labor shall be specially skilled for each kind of work, thorough, first-class in every respect and under competent direction.

Where work of one trade joins, passes through or is on other work, there shall be no discrepancy or misfit when completed. In engaging one kind of work with another, marring or damaging of previously acceptable construction shall be cause for rejection.

E GENERAL REQUIREMENTS FOR PAINTING

The contractor shall seal off all ventilation, antennas, engine room, exhaust, tank and fan vents or openings, and all other intake or exhaust venting/piping and cover all zinc anodes, transducers, windows, propellers, propeller shafts, shaft bearings, rudders stocks, and other fixtures that could be damaged or introduce contamination into the vessel from the high pressure water washing, sandblasting, or painting.

All areas contaminated with grease, oil, lubricants or other foreign matter shall be cleaned with a solvent similar to International GTA415.

The underwater hull (from the deep load line to the keel) shall be sand or waterjet blasted to a brush-off blast in accordance with Steel Structures Painting Council Specification SSPC-SP-6. No more than slight shadows, tight residues of paint, streaks or discoloration shall be permitted to remain.

Defective shell plate discovered during sandblasting shall be reported to the COR immediately.

The paint system shall be applied in strict accordance with the manufacturer's guidelines and recommendations, including time between coats, proper application equipment, thinning and disposal of excess paint and thinner and cleaning of equipment.

All painting underwater surfaces shall be completed and accepted by the COR prior to refloating the vessel.

The contractor shall furnish the COR with a thickness gauge suitable for use on aluminum to verify proper wet/dry film thickness.

All paints used in the performance of this work shall be within the manufacturers specified closed container and "pot" shelf life.

All overspray of any new paint onto existing finished surfaces shall be removed and all surface repaired to original condition.

Colors shall conform to Federal Standard 595, in accordance with the following schedule:

<u>AREA</u>	<u>COLOR AND FS595 NUMBER</u>
Hull Exterior	Black/17038
Deckhouse Exterior	Old Ivory/17855
Decks & Housetop Deck	Red/10076
Hull & Deckhouse Interior	White/27880
Deck Fittings	Yellow/13655
Hull Markings	White/27880
Exterior Deck Coaming	Striping Red/11136
Handrails & Stair Rails	Black/17038

The paint system shall be in accordance with drawing no. 533-D406-01.

F GENERAL REQUIREMENTS FOR DISPOSAL OF FLUIDS

All fluids, including, but not limited to, diesel fuel, lubricating oil, hydraulic fluid, antifreeze/coolant, bilge wastes, battery acid, penetrating and cutting oils, dye penetrates, and paint thinners removed from the vessel or generated by the contractor in the course of performing the required work shall be disposed of by the contractor in accordance with all Federal, State, Regional and Local laws, rules, regulations, and guidelines for the disposal of hazardous materials.

This also applies to any rags, clothing, equipment or other materials exposed or contaminated with such fluids. Drain all fluids from equipment being removed.

All machinery, hydraulic equipment and any other removed equipment being returned to the Government shall be drained of all fluids and all orifices covered with threaded plugs or caps.

G GENERAL REQUIREMENTS FOR CONFINED SPACES

The contractor shall comply with all requirements of Federal Law contained in 29 CFR 1910 and 29 CFR 1915 for entry into, monitoring of, rescue from and closure of confined spaces during the performance of the repair work performed as a part of this contract.

The contractor shall have a competent person on-site whenever any work is being performed in a confined space and shall post required certificates in the immediate vicinity of the confined space and maintain a log of all inspections and certificates.

The COR shall be provided with copies of the Gas-Free certificates and all competent persons logs as part of the overhaul record at the conclusion of the contract.

The COR shall be furnished a certificate stating that each compartment gas-freed by the contractor has been initially tested by a NFPA-certified Marine Chemist and that the space is safe for hot work and/or entry. A competent person may perform follow-up daily monitoring tests, providing conditions have not degraded. In such cases, an NFPA-certified Marine Chemist shall perform the retest.

The contractor shall provide proper ventilation of spaces in which work is required or men are required to enter. Ventilation shall be of the negative type, i.e. exhausting from the space to the outside atmosphere. Disposal of material accumulated during gas-freeing work shall be the responsibility of the contractor and shall be in accordance with all federal, state and local laws.

* All spaces shall be checked by the contractor's Competent Person immediately prior to any USCG, ABS and/or USACE personnel entering the space for inspection purposes, and posted accordingly.

H GENERAL REQUIREMENTS FOR SAFETY

The contractor shall comply with the requirements of EM 385-1-1, "U.S. Army Corps of Engineers Safety and Health Requirements Manual" throughout the contract period. Manual is dated 03 November 2003.

The contractor shall maintain Safety, Fire, and Security programs as required by Section H of this contract throughout the contract period.

The contractor shall furnish supports of suitable size, strength and construction to ensure that all hoses, electric cables, water lines, etc. remain clear of the deck and permit the use of the deck by personnel. In area where hoses, cables and lines must run along the deck, the contractor shall provide, install and maintain sloped guards that cover the entire walking surface to prevent slips and falls.

The Contractor shall submit an accident prevention plan for frequent and regularly scheduled safety inspections of the work sites, material, and equipment by competent workers.

The contractor shall maintain a lockout/tag out log of all systems secured to perform specified work. This log shall be maintained in the engine space. It is essential that work leaders and tradesmen maintain the information in the log current and accurate.

I. GENERAL REQUIREMENTS FOR MACHINERY SYSTEMS

Where new machinery and equipment is to be installed, or when existing machinery and equipment is relocated, the contractor shall mount the items on foundations as specified elsewhere herein.

All fastenings, bolts, (fitted or otherwise) studs and nuts shall be installed using anti-seize compound.

Any defective or missing standard, fasteners, washers, gaskets, grommets, shall be replaced with material that matches existing performance standards.

Bottoming taps shall be used wherever new holes are drilled and tapped.

Where detailed disassembly, assembly, or installation procedures appear in this specifications, they are presented for the contractor's information and convenience in estimating the possible extent of the work to be done. The inclusion of these detailed procedures does not relieve the contractor of responsibility for doing all work necessary and in the proper manner for satisfactorily accomplishing the specified ultimate objective.

C004 CLASSIFICATION AND CERTIFICATION

The Contractor shall be responsible for obtaining necessary inspections and surveys during construction and for reinstating the certification and classing of the vessel as follows:

- ABS classification for “Maltese Cross A-1 Towing Vessel, River Service with Maltese Cross AMS.” USACE shall be designated on the Request for Classification as the owner of these vessels.
- The Contractor shall provide an ABS Statement of Fact that:
 - The CO2 system has been installed and tested in accordance with NFPA 12, per requirements in Section E04.
 - Each propeller meets all ISO R484, Class II fabrication, finish, and balance requirements, per requirements in Section C606. ABS certificates shall be provided to the COR for each propeller including the spares.
- U.S. Public Health Service (FDA) Certificate of Sanitary Construction.

It is USACE’s expectation that ABS inspection/surveillance shall occur as necessary. The Contractor shall bear all expenses associated with the acquisition of the required classing and certifications. The recommended ABS point of contact is Mr. Pat Finley, who can be reached by phone, or mail, at: (856) 354-6366, PFinley@eagle.org, ABS Americas, Philadelphia, PA.

If the Contractor intends to launch, test, operate, or tow the vessels “out of class,” the Contractor must specifically advise ABS of such intent and incorporate any and all modifications required by that agency for such operation at no additional cost to the Government and with no additional contract time. Any such modification which, in the opinion of the COR, affects the arrangements, operability or suitability of the vessel shall be removed from the vessel by the Contractor at no additional cost or time and the vessel returned to new condition prior to Final Acceptance.

The contractor shall schedule all necessary inspections with the ABS and advise the COR of date and time of inspections. A 24 hour advance notice is required for this notification. The price of this item shall be distributed among the line items in Section B.

H-101 - DRYDOCKING OF TUGBOAT MIKE DONLON

A. Reference Drawing:

533-D170-03	Docking Plan
533-D170-02	Lifting Gear

B. Vessel Characteristics:

The DONLON has the following principal dimensions:

Length Overall	53' - 0"
Beam	19' - 2"
Draft, Aft	5' - 0"
Draft, Forward	4' - 6"
Tons	50
Hull	Steel
Total Shaft Hp	720

C. Description Of Work:

Prepare marine railway, drydock, synchro-lift, etc. for the vessel. Provide and set blocks and/or cradles to support and distribute the weight of the vessel while out of the water and to prevent movement of the vessel. Contractor shall ensure that drydock is free of obstruction and hazards that may damage the hull or become entangled around the shafting during drydocking.

Haul the vessel out of the water and set on the blocks/cradles. The vessel is keel cooled. **Do not place blocks in way of keel coolers. The keel coolers in no way shall be used to support the weight of the vessel.**

When a vessel is in drydock or on a slipway, it is to be placed on blocks of sufficient height and with the necessary staging to permit the necessary inspection. Minimum height of blocks is four (4) feet.

Upon completion of all underwater related inspections and following a joint undocking inspection, return the vessel to the water. All lay days, demurrage, and other dock costs, including the cost of weekends and holidays, necessary to perform the repair work listed in this contract shall be included in the cost of this line item.

The contractor shall provide a gangway to the deck of the vessel. Also provide a ladder for emergency use. Gangway shall be lit, and have safety net underneath.

H102 - Tank Inspection

A. Intent

The intent of this clause is for the accomplishment of the tank inspection relative to renewing the Donlon certification.

B. Reference:

533-C205-01 General Arrangement
533-D320-01 Fuel Tank Construction
533-D415-02 Doors, Windows, Hatches & Manholes

C. Safety Requirements

All confined space safety requirements in EM385-1-1 must be adhered to. Initial certification of confined spaces should be documented by a Marine Chemist.

D. Description of Work

The contractor shall provide all necessary labor, materials, services and equipment to perform and complete the work listed herein.

1. Tank Inspection

Tanks shall be certified gas free before entry.

Assist ABS representative as necessary, and provide the lighting as necessary for the tanks.

The following tanks should be prepared for inspection: Tanks should be cleaned, gas freed, and made safe for entry and hot work.

- Forepeak tank
- Ballast tank
- Fuel Tank

All entry points shall be open during inspection. The contractor shall post person at the entrance to the tank until all personnel have cleared the tanks.

2. Fuel Tank Cleaning

The cover for access to the fuel tank is at the bottom of the ladder at the entrance to the engine space. The manhole covers for the void spaces provide access to the sides of the tank.

After removal of all oil and any sludge, the interior of tanks shall be flushed with hot water and solvent to remove any residue, and wiped dry with clean lint-free rags.

Perform visual inspections with the COR and ABS.

Install access covers with new gaskets. Any missing or defective bolts or fasteners shall be replaced at contractor's cost.

The vessel has about 800 gallons of diesel fuel in the fuel tank. The contractor shall provide storage for this fuel and refill the tank at the completion of the tank cleaning and inspection. The fuel shall be filtered before pumping it back to the tank.

H-103 -- Utilities And Services

The contractor shall provide all labor, materials, and equipment and provide, adjust and maintain the drydock and pierside utilities and services specified in this clause for the duration of the contract.

Services shall be connected and operating within 2 hours after arrival of the vessel at the contractor's facility and shall continue until the vessel is accepted by the COR.

Payment shall be made only for the actual number of days the vessel remains and utilizes services at the contractor's facility.

Unit price shall cover all costs incidental to and charged direct to the job, and not otherwise included as overhead.

Services and utilities shall consist of the following:

- **WATER**: Furnish fresh potable water for filling water tank and deck wash down. Potable water shall be lead-free and meet local municipal water standards. Provide certificate to COR indicating water to be safe for human consumption.
- **SHORE POWER**: Provide necessary labor to connect, maintain and disconnect shore power service for initial hook-up, re-blocking and moving vessel to pierside. Provide electrical service for the duration of the repair period.

Shore power service to be 50 amps (minimum), 120/240 VAC, 60 Hz, single phase.

The vessel contains a number of components and systems that are sensitive to voltage fluctuations. The contractor shall be responsible for removal, repair or replacement, reinstallation and testing of electrical equipment which fails while the ship is in the contractor's possession due to voltage surge or fluctuation.

The vessel shall be grounded to earth via a grounding conductor when operating on shore power. Ensure the vessel is galvanically isolated from the shore (earth), using a galvanic isolator or an isolation transformer. Application and installation of this device shall be in accordance with ABYC E-8.20.

- **TRASH REMOVAL**: Provide receptacles, equipment and labor to collect and remove garbage and trash from the vessel. The trash bins shall be located near the gangway.
- **GANGWAY**: Provide a gangway with safety net or ladder for access to and from the vessel. The gangway shall be lit at night.

Install (on opposite side of vessel from gangway) and maintain a separate ladder from the bottom of the drydock to the main deck for emergency egress during the docking period.

Estimate on 15 calendar days.

H-104 - Miscellaneous Repairs

A. Intent

The intent of this clause is to accomplish some miscellaneous repairs for the vessel.

C. Reference:

533-D170-03	Docking Plan
533-D415-02	Doors, Windows, Hatches & Manholes
533-D233-01	Pilot House Arrangement
533-D315-01	Above Deck Structure Scantlings
533-D640-01	Engine Cooling System
533-D640-02	Generator Cooling System

C. Safety Requirements

All work under these specifications shall be accomplished in accordance with EM-385-1-1.

Door vent shall be replaced in a way that does not compromise watertight integrity of door.

D. Description of Work

The contractor shall provide all necessary labor, materials, services and equipment to perform and complete the work listed herein.

1. Remove and replace the door vent on the starboard side of the superstructure, using stainless steel. Manufacture vent identical size to the present rusted one. The door vent is approximately 2 feet square, and should be painted the same color as the door. Painting shall be in accordance with section H201.
2. While the boat is being drydocked, remove the protective grid covers for the cooling coils and clean the cooling coils. There are 3 sets of cooling coils inset in the hull, two for the engines and one for the generator. These coils should be inspected and tested for leaks. When completed, these should be inspected by the Government Technical Representative (GTR).
3. Replace all zincs. There are seven magnesium zincs installed on the vessel.
4. Manhole covers are to be cleaned, scraped and greased for ease of operation.
5. Sea chest covers shall be removed and cleaned. Subsequent to painting, reinstall the existing strainer plate with new, contractor furnished stainless steel fasteners and washers. All replaced hardware shall be in accordance with the applicable installation plan and shall be stainless steel.

After cleaning and repairs, the sea chest shall be prepared and painted in accordance with section H-201 of these specifications. Painting shall include both the internal and external sides of the sea chest and associated components.

H-201 - Hull & Touch Up Painting

A. Intent:

The intent of this scope of work is to apply touch up paint as necessary to the hull of the vessel while its in the drydock.

B. Reference:

533-D406-01 Paint Schedule

C. Safety Requirements:

All work under these specifications shall be accomplished in accordance with EM-385-1-1.

All environmental regulations regarding sandblasting of vessel shall be adhered to.

D. Description Of Work:

The contractor shall furnish all necessary labor, materials, services and equipment and prepare, blast and paint the hull of the Tugboat MIKE DONLON in accordance with the following specifications.

1. SURFACE PREPARATION AND INSPECTION

Immediately after drydocking the vessel, and before the hull and any marine growth has had a chance to dry, the entire hull from the keel to the top of the bulwarks shall receive a high pressure wash.

Any areas contaminated with grease, oil, dirt, rubber streaks or other foreign matter shall be cleaned and washed clear with the high pressure wash.

After the hull has dried and within 24 hours after drydocking the vessel, a joint inspection shall be conducted with the COR and the contractor.

The entire hull from the keel to the deep load line shall be surveyed. All areas where the anticorrosive system (primers) have been disturbed or removed shall be identified and clearly marked. A written condition report with recommendations shall be submitted by the contractor to the COR within 24 hours after performing the joint inspection. The report shall include a summary of the hull's condition, including an estimate of the total square-footage of the hull that requires a renewal of the anticorrosive system.

All of the manufacturer's and USACE preparation and environmental conditions must be met prior to beginning any operation. Surface temperature, humidity, wind conditions, dew point and wet-bulb readings shall be checked and recorded at least twice daily.

2. BLASTING

All blasting shall be done from above with the nozzles pointed down toward the floor of dock to prevent the spread of sand or shot to the upper portion of the vessel and into the quarters and machinery spaces.

Sand and dust on decks resulting from sand or shot blasting shall be removed from the vessel daily by broom sweeping.

Scaffolds, cherry pickers or other means shall be provided for use of personnel in blasting and painting. The use of extension pipes for blasting or painting of the vessel from the deck of the drydock is unacceptable and will not be permitted.

Artificial illumination shall be used on any area specified to be cleaned and painted, which can not be clearly seen with eyes of normal vision at any time the work is being performed. This work shall be coordinated in writing in advance with the GTR.

Prior to abrasive blasting, precautions shall be taken to protect the hull and machinery from flying sand, dust and water discharge. This also applies to blasting on other ships in the vicinity. All the main deck scuppers shall be equipped with half pipes or dammed to keep water off the hull during abrasive blasting.

All open fans, vents, doors, hatches, antennas and wiring, windows, nameboards, castle, ship's bell, electrical outlets, navigation lights, wipers, spot light, davits, winches, machinery and deck gear shall be sealed with plastic film or a suitable substitute prior to blasting and painting operations. As an option, equipment may be removed prior to blasting and reinstalled after the last coat of paint has dried.

Abrasive blasting shall not be carried out while the engines, propellers, hydraulic system, etc., are exposed. If propeller shafts, hydraulic actuators, etc., are off the vessel during the blasting, all openings must be securely protected against contamination. It is of the utmost importance to insure that these systems are not contaminated.

CHECKPOINT – Inform Government Technical Representative to inspect the shafting and machinery spaces after exposed areas are covered.

Special care shall be taken to mask and fully protect the transducers, shafts, zinc anodes, propellers, and other underwater equipment against abrasion, damage, and painting.

Any damage to the vessel or its components due to lack of or improper painting/blasting protection shall be repaired to original by the Contractor at no additional cost to the Government. The Contractor shall contact the COR to inspect and approve the blasting/painting protection prior to the start of the blasting process. It shall be the responsibility of the Contractor to maintain the blasting/painting protection for the duration of the blasting/painting process. At no time shall this be a cause for extension of contract time or additional cost to the Government.

The designated areas of the underwater hull, as determined by the joint inspection, shall be blasted clean using dry sand, hydro blast or shot blast to a brush blast in accordance with Steel Structures Painting Council Specification SSPC-SP-7. Completely remove all oil, grease, dirt, rubber streaks, loose paint and foreign matter. All remaining paint should be tight and the surface should be sufficiently abraded to provide good adhesion and bonding of paint. Blast overspray shall be kept to minimum so as to reduce the total amount of coatings to be renewed.

Any overspray of new paint onto the sides and upper deck of the house shall be removed and all paint repaired to the original color scheme at no additional cost to the Government. The contractor shall monitor wind conditions to ensure that no sandblast or paint spray damages nearby vehicles or vessels; the Government will not be responsible for any damages incurred due to improper scheduling and monitoring of the blasting or painting process. The paint system applied in accordance with the manufacturer's guidelines and recommendations.

3. PAINTING (Keel To Main Deck Line & Gunnel)

Spotcoat to maintain the existing coat system, touch up areas that are down to bare steel. Two spotcoats of glass flake on bare spots, any exposed glass flake is to be roughed up and coated with Intertuf 262 epoxy, 7 wet mils/5 dry mils.

The hull exterior below was originally coated with International Interzone 1000 Gray or equal; 27 wet mils/20 dry mils in accordance with reference drawings. After this coat has dried, a further coating of Intertuf KH Black (or equal) was originally applied, 7 wet mils/5 dry mils.

The paint scheme must be approved by the Government Technical Representative, (GTR). All paint should be applied in accordance with the above referenced drawing and the manufacturers recommendations. There shall be no mixing and matching of different manufacturers paints in this paint scheme, the paint system will be from one paint manufacturer.

All hull markings including draft marks shall be painted white (FS595 #27880) and in accordance with the referenced drawing.

After painting is completed, the thickness of the paint shall be checked by the contractor in the presence of the GTR.

4.. Touch Up Paint

Touch up paint shall also be applied as necessary to the vent on the starboard side door on the superstructure. The surface shall be cleaned before painting. Two coats of Interseal 670 (or equal) shall be used, and one coat of Interthane 990 shall be used with the same color as the existing door.

Touch up paint shall be applied to the bare spots on the ladder leading to the ships cabin on the starboard side. The surface shall be cleaned before painting and paint shall be applied in accordance with the referenced drawing.

H-202 - Hull Inspection

A. Intent

The intent of this clause is for the accomplishment of the hull inspection relative to renewing the DONLON certification.

D. Reference:

533-D205-01 Outboard Profile
533-C610-02 Shafting & Rudder Details

C. Safety Requirements

All confined space safety requirements in EM385-1-1 and the Technical Provisions must be adhered to.

D. Description of Work

The contractor shall provide all necessary labor, materials, services and equipment to perform and complete the work listed herein.

Sea valves shall be opened for ABS inspection. Open all vents as determined by ABS representative.

Rudder pintles and gudgeons shall be inspected together with their respective securing arrangements. Inspection plates, where fitted, are to be removed for the examination of pintles. Clearance readings shall be taken and submitted to GTR.

Assist ABS representative as necessary with these inspections.

If Directed: Remove the seachest covers if directed to do so by the ABS representative.

M-201 Propeller Shaft and Bearing Inspection

A. Intent:

The intent of this scope of work is to remove the propeller shaft for inspection of the shaft, the bushings and seals, and bearings.

B. Reference Drawings:

533-C610-01 Shafting System & Struts
533-C610-02 Shafting & Rudder Details

C. Description Of Work:

The contractor shall provide all labor, materials and services to perform this work. The rudders are offset from the propeller shafts to allow removal of the shaft while leaving the rudder intact.

The contractor shall remove the propellers from the shafts. The shaft to be pulled will be determined by the ABS representative. The survey is to consist of removing the propeller and drawing in and examining the entire shaft.

The contractor shall provide match marks on the shaft and gear coupling halves prior to unbolting the shaft coupling. Unbolt the shaft coupling at the reduction gear. Move the shaft aft and remove the shaft coupling. Pull the shaft entirely from the vessel, clean and set the shaft on blocks in a secure location, protected from damage.

The contractor shall assist the inspections performed by the ABS representative and the Government Technical Representative, (GTR).

Following the inspections of the shaft, strut bearings, seal bushing and seal, the contractor shall re-install the shaft, shaft coupling and propeller. Use the match marks to align the shaft and gear coupling as original. Replace old packing with new packing for this installation. Ensure proper alignment of engine, shafts and struts.

Blue hit propeller to shaft to ensure proper contact, 70% contact is the minimum.

M-901 MISCELLANEOUS MAINTENANCE WORK (IF DIRECTED)

A. Provide the services of journeymen level mechanics, shipfitters, welders and laborers to perform work to the ship's equipment for the entire duration of the repair period. Work items will be described in writing on a Government 2-Way Memo Form and shall be based on a joint survey with the contractor. Only the COR is authorized to issue 2-way memos. Work items will be priced and agreed upon prior to the initiation of any work. The contractor, in connection with any proposal he makes, or the Government requests for a change shall furnish a total, lump sum price together with a price breakdown itemized as required. Unless otherwise directed, the breakdown shall set forth separately the following:

(a) Materials: Quantity computations and materials pricing (support by invoices or price quotes or define as estimated).

- (b) Labor: Provide manhours by trade as agreed upon by the Contracting Officer's Representative.
- (c) Equipment: Define equipment to be employed and hours used, both effective and noneffective. If equipment is part of an overall markup or labor costs, define as such. Provide rates used for equipment listed separately.
- (d) Subcontract Costs: Contractor shall submit vouchers of the subcontractor's costs unless waived by the Contracting Officer's Representative.
- (e) Miscellaneous: Any portions of the proposal for estimated costs for changes not covered in (a) to (e) above, shall be defined and set forth separately.

1. ESTIMATE ON 100 LABOR HOURS. PRICE PER HOUR.

For completion of 100 hours based on a STRAIGHT-TIME rate, will require adequate staffing and/or double shifts during the entire period. The HOURLY RATE bid for this item shall include overhead, general and administration costs, and any additional costs or premium time incurred for second and third shifts, weekends, holidays and all travel costs, including insurance, travel to and from shop and work site in excess of one mile and night-differential. A single hourly rate will be paid for each 24 hour day.

The Contractor shall have available at the yard where the work is performed, an ESTIMATOR (or other authorized person) to survey any work that may be found necessary. The estimator shall be made available the same day that the additional work is found (including weekends) and shall submit an estimate of the cost for the within 24 hours.

B. NOTE: FOR BIDDING PURPOSES, material, services, and subcontractor costs involved in the maintenance and repair work performed shall be estimated on the basis of one-hundred percent (20%) of the total labor cost worked in paragraph (A)(1), above.

Actual material and services costs will be paid on the basis of Contractor's purchase orders for required material. Copies of all purchase orders shall be furnished to the Contracting Officer's Representative. Estimate material and services price, as per paragraph (B), above.

All profit shall be based on the OCE weighted Guideline Method.

C. BURDEN CHARGES: The contractor shall insert in the space provided in Section B the percentage burden that will be charged when materials, subcontractor services, equipment rental and any other miscellaneous charge is activated under this Clause. This burden charge shall include profit, material handling, subcontractor handling, general and administrative charges, insurance, overhead and any other charges normally added onto these items. No other such charges or marks-ups will be allowed when activating work under this Clause.

The percentage amount to be charged by the contractor for any materials, subcontractor services equipment rental, and any other miscellaneous charges that are activated under this Clause shall be annotated in Section B. This rate shall remain in effect for the entire dollar amount of the material, services and subcontractor costs bid in Section B.

PART I - THE SCHEDULE - SECTION E
INSPECTION AND ACCEPTANCE

	INDEX	
<u>E01</u>	<u>INSPECTION</u>	24
<u>E02</u>	<u>DRY DOCKING</u>	24
<u>E03</u>	<u>QUALITY ASSURANCE AND CONTROL</u>	24
<u>E04</u>	<u>FACILITIES FOR PERSONNEL</u>	26
<u>E06</u>	<u>FINAL INSPECTION</u>	27
<u>E07</u>	<u>PROVISIONAL ACCEPTANCE</u>	27
<u>E08</u>	<u>FINAL ACCEPTANCE</u>	27
<u>E09</u>	<u>COMMERCIAL WARRANTY OF SUPPLIES</u>	27

SECTION E

INSPECTION AND ACCEPTANCE

E01 INSPECTION

The contract will be managed by the Physical Support Branch (PSBr) of the Operations Division of the U.S. Army Corps of Engineers, Philadelphia District and is subject to inspection by its appointed representatives to insure strict compliance with the terms of the contract.

No Government representative other than the Contracting Officer is authorized to change any provision of the specifications.

Neither the presence nor absence of a PSBr representative shall relieve the Contractor from any requirements of the contract.

The Contractor shall have and enforce a Contractor Quality Control (CQC) system which shall contain plans for Safety, Fire Prevention, Security and Confined Spaces. The Confined Space Plan shall specifically provide for gas-free and oxygen level certificates for all tanks.

E02 DRY DOCKING

The Contractor shall be responsible for the satisfactory dry docking and undocking of the vessel at the times and dates selected and mutually agreed upon by the Contractor and the Contracting Officer's Representative (COR).

E03 QUALITY ASSURANCE AND CONTROL

A After Notice To Proceed with PLANNING and prior to issuance of Notice To Proceed with DRYDOCKING AND REPAIRS, the Contractor shall develop a Contractor Quality Control (CQC) and Inspection Program for the work required in this contract. The CQC Plan must be submitted and approved by the Contracting Officer prior to the start of work.

This program shall provide for regular inspection and testing of the work in progress, the work site and the preparation and maintenance of documentation and records.

The program shall incorporate the requirements of the following:

- X Safety and Accident Prevention Program, IAW Appendix A, EM385-1-1
- X Fire Prevention Program
- X Flooding and Damage Control Program
- X Confined Space Entry Program
- X Security Program

The Contractor shall maintain current records providing factual evidence that required quality control activities and or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractors/Subcontractors and their area of responsibility

- b. Operating plant/equipment with hours worked, idle, or down for repair
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day.
- d. Test and or control activities performed with results and references to specifications/drawings requirements. List of deficiencies noted, along with the corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specification/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be shall be furnished to the Government daily within 24 hours after the date covered by the report. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinates quality control personnel.

B Responsible authorized personnel shall inspect the work in progress and all completed work, conduct necessary tests and record the data required. An Authorized Contractor Representative shall sign the records attesting to the validity of the information.

C Contractor certified inspection is an integral part of all work therefore, the COR will consider the entire contract incomplete if Contractor documentation and records signed by the Contractor's Authorized Representative are not complete.

D SUBCONTRACTORS

Work subcontracted and performed away from the shipyard is covered by this inspection system.

The prime contractor cannot delegate the authority to witness or perform, and sign for tests and inspections conducted away from the shipyard, without approval of the COR.

When any workmanship, material, or apparatus fails to pass any test or inspection, it shall be fully retested only after all known faults have been eliminated. Where directed by the COR, such failed material or apparatus shall be completely removed from the work and renewed.

All defects in workmanship or material shall be remedied by the Contractor at no additional cost to the Government, except where work was performed on material furnished by the Government.

E04 FACILITIES FOR PERSONNEL

It is not envisioned that a full time Resident Engineer office will be established at the shipyard, however the Contracting Officer will have a staff of up to three people at the shipyard at various times and for varying periods throughout the life of the contract.

This staff will consist of the Authorized Representative of the Contracting Officer (COR), Project Manager, Project Engineer, Operators, Crew or other personnel as best suits the Government's QA/QC needs.

In order for that staff to function and communicate effectively, the contractor shall provide an office and other facilities as described in this clause.

A private office with key-lockable door (3 keys to be provided), convenient to the work, shall be made available to the Contracting Officer's staff. The office and facilities shall be suitable for both male and female staff.

The office shall be furnished with one desk with an arm chair and two side chairs.

Access to one standard drafting table with drafting stool, conference table with arm chairs, locking file cabinets and a First Aid kit.

Light, heat and ventilation shall be furnished together with daily janitor service.

A chilled water fountain, toilet, washing and shower facilities complete with soap and cloth towels shall be available, convenient to the office, within the same structure and on the same floor.

Air conditioning shall be provided in the office if offices for generally similar use in the Contractor's plant are so equipped.

The Contractor shall furnish the office with and maintain one telephone instrument with access to the Contractor's phone system and a commercial telephone line. The commercial line shall provide for unrestricted usage within the area defined as "Local" to the Contractor's facility, and direct dial toll call capability. Long Distance Toll charges will be paid by the Government. Access to a telephone instrument with a speaker phone - talk back capability for conference calling shall be provided. The contractor shall also furnish high speed internet access.

A minimum of two duplex convenience receptacles shall be provided spaced about the offices to accommodate radios, fax machine and miscellaneous appliances.

Government Representatives attending the overhaul will bring with them walkie-talkie radios for intra-agency communication, cameras, and various items of test equipment. The Contractor shall permit unencumbered ingress and egress to and from the shipyard and the vessel with such equipment.

In addition, the Contractor shall furnish two parking spaces within the shipyard in safe locations and accessible to the assigned offices.

The contractor shall provide the following equipment for the use of the COR and his staff during the contract. All items will remain the property of the contractor at the end of the contract:

- o Fax machine with automatic and unattended capabilities. It shall be similar to CANNON USA Model FAX-410 with a dedicated outside (Bell System) telephone line.
- o Photocopier with reduction/enlargement and sorting capability. The photocopier shall be provided with paper, fluids, toner and service.

E05 FINAL INSPECTION

When all work and testing has been satisfactorily completed at the builders yard, the Contractor and the Contracting Officer's Representative (COR) shall make a complete physical inspection and inventory of the vessel. There will be a Sea Trials scheduled to demonstrate proper operation of repaired and replaced items.

A "punch list" of deficiencies will be developed and presented to the Contractor for corrective action.

All corrective action necessary to eliminate the "punch list" shall be completed at the Contractor's facility. The Contractor shall give the COR two working days notice prior to the desired date of reinspection. These punch list items shall be checked during sea trials.

Prior to any inspection, the vessel and all its equipment shall be thoroughly cleaned and all painting and finishes put in first class condition.

E06 PROVISIONAL ACCEPTANCE

Following satisfactory completion of all tests and sea trials, correction of all "punch list" deficiencies, and receipt of all contract deliverables, the vessel will be Provisionally Accepted at the builder's yard.

Delivery of the vessel may not be started until Provisional Acceptance of the vessel has been made.

Payment of the full contract amount less retainage and any liquidated damages will be made in accordance with the Progress Payments Clause of Section I at the time of Provisional Acceptance.

E07 FINAL ACCEPTANCE

Final Acceptance will be made upon delivery of the vessel, afloat and "Ready for Service" at the delivery point designated and following successful completion of the Final Acceptance Demonstrations.

"Ready for Service" is defined as clean inside and out; all trash, dunnage, lashing, and delivery related material disposed of; loose items of outfit in place; all electrical and mechanical systems operational; equipment properly adjusted; instruments and electronics calibrated or aligned, fuel and water tanks filled and damaged paint touched up.

E08 COMMERCIAL WARRANTY OF SUPPLIES

The Contractor shall assign, in writing, all commercial warranties for equipment and services provided under this contract to the Government. **The effective date of all commercial warranties shall be the date of Final Acceptance.**

Section I – Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-1	Contractor Inspection Requirements	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUN 2005
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT
(SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$500.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the

closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should

contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) price
- (ii) past performance

Price and past performance are of equal importance.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Note to offerors: There are no options for this action.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It (☐) is, (☐) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have

been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____

—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics,

quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

__X__ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

__X__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-	Fringe Benefits
House keeping, WG-5	\$17.41	7%
Electrician, maintenance, WG-9	\$20.41	7%
General maintenance worker, WG-7	\$18.68	7%
Machinery maintenance mechanic, WG-9	\$20.41	7%
Painter, maintenance, WG-7	\$18.94	7%

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following _TBD_. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the contractor.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://farsite.hill.af.mil>

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

Mastership Agreement for Repair and Alteration of Vessels

(1) This agreement is entered into this ____ day of _____ 20__, by the United States of America (the "Government") represented by _____, the Contracting Officer, and _____, a corporation organized and existing under the laws of the State of _____ (the "Contractor").

(2) The clauses in this agreement, shall be incorporated, by reference or attachment, in job orders issued under this agreement to effect repairs, alterations, and/or additions to vessels.

(3) By giving 30 days written notice, either party to this agreement has the right to cancel it without affecting the rights and liabilities under any job order existing at the time of cancellation. The Contractor shall perform, under the terms of this agreement, all work covered by any job order awarded before the effective date of the cancellation.

(4) This agreement may be modified only by mutual agreement of the parties. A modification of this agreement shall not affect any job order in existence at the time of modification, unless the parties agree otherwise.

(5) The rights and obligations of the parties to this agreement are set forth in this agreement and the clauses of any job orders issued under this agreement. In the event there is an inconsistency between this agreement and any job order, the provisions of this agreement shall govern.

(6) This agreement shall remain in effect until cancelled by either party.

By THE UNITED STATES OF AMERICA

(Contracting Officer)

by _____
(Contractor)

(Authorized Individual)
(Title)

252.217-7003 CHANGES (DEC 1991)

(a) The Contracting Officer may, at any time and without notice to the sureties, by written change order, make changes within the general scope of any job order issued under the Master Agreement in --

- (1) Drawings, designs, plans, and specifications;
- (2) Work itemized;
- (3) Place of performance of the work;
- (4) Time of commencement or completion of the work; and
- (5) Any other requirement of the job order.

(b) If a change causes an increase or decrease in the cost of, or time required for, performance of the job order, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the price or date of completion, or both, and shall modify the job order in writing.

(1) Within ten days after the Contractor receives notification of the change, the Contractor shall submit to the Contracting Officer a request for price adjustment, together with a written estimate of the increased cost.

(2) The Contracting Officer may grant an extension of this period if the Contractor requests it within the ten day period.

(3) If the circumstances justify it, the Contracting Officer may accept and grant a request for equitable adjustment at any later time prior to final payment under the job order, except that the Contractor may not receive profit on a payment under a late request.

(c) If the Contractor includes in its claim the cost of property made obsolete or excess as a result of a change, the Contracting Officer shall have the right to prescribe the manner of disposition of that property.

(d) Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes clause.

(e) Nothing in this clause shall excuse the Contractor from proceeding with the job order as changed.

252-217-7004 JOB ORDERS AND COMPENSATION (DEC 1991)

(a) The Contracting Officer shall solicit bids or proposals and make award of job orders in accordance with FAR Part 14 or 15, as applicable. The issuance of a job order signed by the Contracting Officer constitutes award. The job order shall incorporate the terms and conditions of the Master Agreement.

(b) Whenever the Contracting Officer determines that a vessel, its cargo or stores, would be endangered by delay, or whenever the Contracting Officer determines that military necessity requires that immediate work on a vessel is necessary, the Contracting Officer may issue a written order to perform that work and the Contractor hereby agrees to comply with that order and to perform work on such vessel within its capabilities.

(1) As soon as practicable after the issuance of the order, the Contracting Officer and the Contractor shall negotiate a price for the work and the Contracting Officer shall issue a job order covering the work.

(2) The Contractor shall, upon request, furnish the Contracting Officer with a breakdown of costs incurred by the Contractor and an estimate of costs expected to be incurred in the performance of the work. The Contractor shall maintain, and make available for inspection by the Contracting Officer or the Contracting Officer's representative, records supporting the cost of performing the work.

(3) Failure of the parties to agree upon the price of the work shall constitute a dispute within the meaning of the Disputes clause of the Master Agreement. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(c)(1) If the nature of any repairs is such that their extent and probable cost cannot be ascertained readily, the Contracting Officer may issue a job order (on a sealed bid or negotiated basis) to determine the nature and extent of required repairs.

(2) Upon determination by the Contracting Officer of what work is necessary, the Contractor, if requested by the Contracting Officer, shall negotiate prices for performance of that work. The prices agreed upon shall be set forth in a modification of the job order.

(3) Failure of the parties to agree upon the price shall constitute a dispute under the Disputes clause. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

252.217-7005 INSPECTION AND MANNER OF DOING WORK (JAN 1997)

(a) The Contractor shall perform work in accordance with the job order, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause of the Master Agreement.

(b) (1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the job order, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under the Master Agreement shall be in accordance with the best commercial marine practices and the rules and requirements of the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of bid (or acceptance of the job order, if negotiated).

(2) When Navy specifications are specified in the job order, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the job order, in addition to its rights under the Guarantees clause of the Master Agreement, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3) As specified in the job order, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the job order and for 90 days after the completion of all work required.

(d)The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the job order.

(e)The Contractor shall--

(1)Exercise reasonable care to protect the vessel from fire;

(2)Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials;

(3)Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;

(4)Unless otherwise provided in a job order, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;

(5)To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair;

(6)Furnish the Contracting Officer or designated representative with a "gas-free" or "safe-for-hotwork" certificate , provided by a Marine Chemist or Coast Guard authorized person in accordance with Occupational Safety and Health Administration regulations (29 CFR 1915.14) before any hot work is done on a tank;

(7)Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and

(8)Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.

(f)Except as otherwise provided in the job order, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35o F, the Contractor shall take all necessary steps to--

(1)Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and

(2)Protect the stern tube and propeller hubs from frost damage.

(g)The Contractor shall, whenever practicable--

(1)Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and

(2)Provide Government personnel attached to the vessel access to the vessel at all times.

(h)Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.

(i) (1)The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any job order, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the job order requires that the Contractor perform the work prior to any opportunity to inspect.

(2)Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j)The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the job order specifies

otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

252.217-7006 TITLE (DEC 1991)

- (a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of a job order shall vest in the Government upon delivery at the location specified for the performance of the work.
- (b) Upon completion of the job order, or with the approval of the Contracting Officer during performance of the job order, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipment.
- (c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

252.217-7007 PAYMENTS (DEC 1991)

- (a) "Progress payments", as used in this clause, means payments made before completion of work in progress under a job order.
- (b) Upon submission by the Contractor of invoices in the form and number of copies directed by the Contracting Officer, and as approved by the Contracting Officer, the Government will make progress payments as work progresses under the job order.
- (1) Generally, the Contractor may submit invoices on a semi-monthly basis, unless expenditures justify a more frequent submission.
- (2) The Government need not make progress payments for invoices aggregating less than \$5,000.
- (3) The Contracting Officer shall approve progress payments based on the value, computed on the price of the job order, of labor and materials incorporated in the work, materials suitably stored at the site of the work, and preparatory work completed, less the aggregate of any previous payments.
- (4) Upon request, the Contractor will furnish the Contracting Officer any reports concerning expenditures on the work to date that the Contracting Officer may require.
- (c) The Government will retain until final completion and acceptance of all work covered by the job order, an amount estimated or approved by the Contracting Officer under paragraph (b) of this clause. The amount retained will be in accordance with the rate authorized by Congress for Naval vessel repair contracts at the time of job order award.
- (d) The Contracting Officer may direct that progress payments be based on the price of the job order as adjusted as a result of change orders under the Changes clause of the Master Agreement. If the Contracting Officer does not so direct --
 - (1) Payments of any increases shall be made from time to time after the amount of the increase is determined under the Changes clause of the Master Agreement; and
 - (2) Reductions resulting from decreases shall be made for the purposes of subsequent progress payments as soon as the amounts are determined under the Changes clause of the Master Agreement.

(e) Upon completion of the work under a job order and final inspection and acceptance, and upon submission of invoices in such form and with such copies as the Contracting Officer may prescribe, the Contractor shall be paid for the price of the job order, as adjusted pursuant to the Changes clause of the Master Agreement, less any performance reserves deemed necessary by the Contracting Officer, and less the amount of any previous payments.

(f) All materials, equipment, or any other property or work in process covered by the progress payments made by the Government, upon the making of those progress payments, shall become the sole property of the Government, and are subject to the provisions of the Title clause of the Master Agreement.

252.217-7008 BONDS (DEC 1991)

(a) If the solicitation requires an offeror to submit a bid bond, the Offeror may furnish, instead, an annual bid bond (or evidence thereof) or an annual performance and payment bond (or evidence thereof).

(b) If the solicitation does not require a bid bond, the Offeror shall not include in the price any contingency to cover the premium of such a bond.

(c) Even if the solicitation does not require bonds, the Contracting Officer may nevertheless require a performance and payment bond, in form, amount, and with a surety acceptable to the Contracting Officer. Where performance and payment bond is required, the offer price shall be increased upon the award of the job order in an amount not to exceed the premium of a corporate surety bond.

(d) If any surety upon any bond furnished in connection with a job order under this agreement fails to submit requested reports as to its financial condition or otherwise becomes unacceptable to the Government, the Contracting Officer may require the Contractor to furnish whatever additional security the Contracting Officer determines necessary to protect the interests of the Government and of persons supplying labor or materials in the performance of the work contemplated under the Master Agreement.

252.217-7009 DEFAULT (DEC 1991)

(a) The Government may, subject to the provisions of paragraph (b) of this clause, by written notice of default to the Contractor, terminate the whole or any part of a job order if the Contractor fails to --

(1) Make delivery of the supplies or to perform the services within the time specified in a job order or any extension;

(2) Make progress, so as to endanger performance of the job order; or

(3) Perform any of the other provisions of this agreement or a job order.

(b) Except for defaults of subcontractors, the Contractor shall not be liable for any excess costs if failure to perform the job order arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

(c) If the Contractor's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform the job order within the time specified.

(d) If the Government terminates the job order in whole or in part as provided in paragraph (a) of this clause --

(1) The Government may, upon such terms and in such manner as the Contracting Officer may deem appropriate, arrange for the completion of the work so terminated, at such plant or plants, including that of the Contractor, as may be designated by the Contracting Officer.

(i) The Contractor shall continue the performance of the job order to the extent not terminated under the provisions of this clause.

(ii) If the work is to be completed at the plant, the Government may use all tools, machinery, facilities, and equipment of the Contractor determined by the Contracting Office to be necessary for that purpose.

(iii) If the cost to the Government of the work procured or completed (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for work under the job order (after adjusting such price on account of changes in the plans and specifications made before the date of termination), the Contractor, or the Contractor's surety, if any, shall be liable for such excess.

(2) The Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and delivery to the Government, in the manner and to the extent directed by the Contracting Officer, any completed supplies and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of the terminated part of the job order.

(i) The Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest.

(ii) The Government shall pay to the Contractor the job order price for completed items of work delivered to and accepted by the Government, and the amount agreed upon by the Contractor and the Contracting Officer for manufacturing materials delivered to and accepted by the Government, and for the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause.

(e) If, after notice of termination of the job order, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the Government.

(f) If the Contractor fails to complete the performance of a job order within the time specified, or any extension, the actual damage to the Government for the delay will be difficult or impossible to determine.

(1) In lieu of actual damage, the Contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay the amount, if any, set forth in the job order (prorated to the nearest hour for fractional days).

(2) If the Government terminates the job order, the Contractor shall be liable, in addition to the excess costs provided in paragraph (d) of this clause, for liquidated damages accruing until such time as the Government may reasonably obtain completion of the work.

(3) The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. Subject to the provisions of the Disputes clause of the Master Agreement, the Contracting Officer shall ascertain the facts and the extent of the delay and shall extend the time for performance when in the judgment of the Contracting Officer, the findings of fact justify an extension.

(g) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this agreement.

252.217-7010 PERFORMANCE (DEC 1991)

(a) Upon the award of a job order, the Contractor shall promptly start the work specified and shall diligently prosecute the work to completion. The Contractor shall not start work until the job order has been awarded except in the case of emergency work ordered by the Contracting Officer under the Job Orders and Compensation clause of the Master Agreement.

(b) The Government shall deliver the vessel described in the job order at the time and location specified in the job order. Upon completion of the work, the Government shall accept delivery of the vessel at the time and location specified in the job order.

(c) The Contractor shall, without charge and without specific requirement in a job order, --

(1) Make available at the plant to personnel of the vessel while in dry dock or on a marine railway, sanitary lavatory and similar facilities acceptable to the Contracting Officer;

(2) Supply and maintain suitable brows and gangways from the pier, dry dock, or marine railway to the vessel;

(3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.

(d) The job order will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.

(1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.

(2) The Contractor shall not conduct dock and sea trials not specified in the job order without advance approval of the Contracting Officer. Dock and sea trials not specified in the job order shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

252.217-7011 ACCESS TO VESSEL (DEC 1991)

(a) Upon the request of the Contracting Officer, the Contractor shall grant admission to the Contractor's facilities and access to vessel, on a non-interference basis, as necessary to perform their respective responsibilities, to a reasonable number of:

(1) Government and other Government contractor employees (in addition to those Government employees attached to the vessel); and

(2) Representatives of offerors on other contemplated Government work.

(b) All personnel granted access shall comply with Contractor rules governing personnel at its shipyard.

252.217-7012 LIABILITY AND INSURANCE (AUG 2003)

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work, and to the vessel or part of the vessel upon which work is done.

(b) Loss or damage to the vessel, materials, or equipment.

(1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to --

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontracts; or

(C) Workmanship, materials, or equipment which do not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of --

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a co-defendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first \$50,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provisions of this paragraph (b).

(c) Indemnification. The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor or its agents or employees, or any subcontractor, or its agents or employees.

(1) The Contractor's obligation to indemnify under this paragraph shall not exceed the sum of \$300,000 as a consequence of any single occurrence with respect to any one vessel.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this agreement and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) Insurance.

(1) The Contractor shall, at its own expense, obtain and maintain the following insurance --

(i) Casualty, accident, and liability insurance, as approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(e) The Contractor shall not make any allowance in the job order price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payment, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either --

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of the agreement.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable, allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired, the Contracting Officer shall --

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this agreement.

252.217-7013 GUARANTEES (DEC 1991)

(a) In the event any work performed or materials furnished by the contractor under the Master Agreement prove defective or deficient within 90 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 90 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the job order.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the job price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this agreement.

252.217-7014 DISCHARGE OF LIENS (DEC 1991)

(a) The Contractor shall immediately discharge, or cause to be discharged, any lien or right in rem of any kind, other than in favor of the Government, that exists or arises in connection with work done or material furnished under any job order under this agreement.

(b) If any lien or right "in rem" is not immediately discharged, the Government, at the expense of the Contractor, may discharge, or cause to be discharged, the lien or right.

252.217-7015 SAFETY AND HEALTH (DEC 1991)

Nothing contained in the Master Agreement or any job order shall relieve the Contractor of any obligations it may have to comply with --

- (a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);
- (b) The Safety and Health Regulations for Ship Repairing (29 CFR part 1915); or
- (c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

252.217-7016 PLANT PROTECTION (DEC 1991)

- (a) The Contractor shall provide, for the plant and work in process, reasonable safeguards against all hazards, including unauthorized entry, malicious mischief, theft, vandalism, and fire.
- (b) The Contractor shall also provide whatever additional safeguards are necessary to protect the plant and work in process from espionage, sabotage, and enemy action.
- (1) The Government shall reimburse the Contractor for that portion of the costs of the additional safeguards that is allocable to the contract in the same manner as if the Contracting Officer had issued a change order for the additional safeguards.
- (2) The costs reimbursed shall not include any overhead allowance, unless the overhead is incident to the construction or installation of necessary security devices or equipment.
- (c) Upon payment by the Government of the cost of any device or equipment required or approved under paragraph
- (b) of this clause, title shall vest in the Government.
- (1) The Contractor shall comply with the instructions of the Contracting Officer concerning its identification and disposition.
- (2) No such device or equipment shall become a fixture as a result of its being affixed to realty not owned by the Government.

252.217-7028 OVER AND ABOVE WORK. (DEC 1991)

- (a) "Definitions."

As used in this clause --

- (1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --
 - (i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.